

DOE-PDO-2015-11-4

Attachment 2

The contract documents include the following portions of the Request for Proposal #DOE-PDO-2015-11, dated June 10, 2015: Section II, Background, as changed by Addendum No. 1 dated June 29, 2015; Section III, Definitions; Section IV, Statement of Needs, as changed by Addendum No. 1 dated June 29, 2015; Section VIII, Reporting and Delivery Instructions; Section IX, General Terms and Conditions; Section X, Special Terms and Conditions; and Section XI. Method of Payment.

II. BACKGROUND

In December 2014, Virginia was awarded a federal grant to implement a highly effective preschool program to improve quality, access, and impact of services in high needs communities throughout the Commonwealth. Virginia's grant application is available at <http://www2.ed.gov/programs/preschooldevelopmentgrants/applications/vaapplicationpdg2015.pdf>. The grant period is for four years, contingent upon available funds appropriated by Congress (Year 1: January 1, 2015 – June 30, 2016, Year 2: July 1, 2016 – June 30, 2017, Year 3: July 1, 2017 – June 30, 2018, Year 4: July 1, 2018 – June 30, 2019).

The program, called VPI+, is designed to be implemented through a mixed delivery system of public and private providers (e.g., preschool services in partnership with local school divisions) and embeds a variety of supports to ensure that children in this program receive the highest-quality preschool services available.

A major focus of the VPI+ initiative is to ensure that early learning providers and families of four-year-olds at risk of not being ready to enter kindergarten have access to high-quality, evidence-based professional development opportunities directly targeting early learning environments and kindergarten school readiness. The grant award requires that all programs include instructional focus on the Essential Domains of School Readiness, which the National Research Council defined in its report, *Early Childhood Assessment: Why, What and How* (2008):

- Language and literacy development;
- Cognition and general knowledge (including early mathematics and early scientific development);
- Approaches toward learning (including the utilization of the arts);
- Physical well-being and motor development (including adaptive skills); and
- Social and emotional development.

All VPI+ classrooms are required to use Virginia's *Foundation Blocks for Early Learning: Comprehensive Standards for Four-Year-Olds* to provide a measurable range of skills and knowledge essential for four-year-olds to be successful in kindergarten. The *Foundation Blocks for Early Learning* is available online by visiting

http://www.doe.virginia.gov/instruction/early_childhood/preschool_initiative/foundation_blocks.pdf. The document was developed to provide early childhood educators a set of minimum standards in literacy, mathematics, science, history and social science, health and physical development, personal and social development, music, and the visual arts, with indicators of success for entering kindergarten that are derived from scientifically-based research. The standards reflect a consensus of children's conceptual learning, acquisition of basic knowledge, and participation in meaningful and relevant learning experiences.

Virginia's *Foundation Blocks for Early Learning: Comprehensive Standards for Four-Year-Olds* are aligned to the *Standards of Learning (SOL)* for kindergarten for Virginia public schools. The SOL establish minimum expectations for what kindergarten students should know and be able to do at the end of each grade or course. Virginia's SOL are available online by visiting <http://www.doe.virginia.gov/testing/index.shtml>.

To ensure that VPI+ classrooms provide children with world-class teaching and learning environments, Virginia has committed to provide participating school divisions, teachers, and partners with a variety of program components and supports, including:

- Evidence-based curricula and formative assessment.
- Teacher and classroom needs assessment based on data made available through the Tiered Quality Rating and Improvement System (TQRIS).
- VPI+ coaches who support continuous improvement and teaching excellence.
- Evidence-based professional development to:
 - align with and support implementation of curriculum and assessment;
 - meet teachers' individual professional development needs; and
 - support VPI+ coaches and school divisions' ability to maintain a high quality preschool program.

Through the VPI+ program, participating school divisions have committed to opening new classrooms to serve additional preschoolers and to improve quality in existing classrooms (reference "improved" classrooms in Section III, #2) in the following school divisions:

- | | |
|--------------------------------------|--|
| • Brunswick County Public Schools | • Prince William County Public Schools |
| • Chesterfield County Public Schools | • Petersburg City Public Schools |
| • Fairfax County Public Schools | • Richmond City Public Schools |
| • Giles County Public Schools | • Sussex County Public Schools |
| • Henrico County Public Schools | • Winchester City Public Schools |
| • Norfolk City Public Schools | |

Table 1

Number of New VPI+ Classrooms Opening Each Year as Reported by School Divisions as of May 4, 2015					
	2015-2016	2016-2017	2017-2018	2018-2019	Total # New Classrooms Years 1-4
Brunswick	1	1	0	0	2
Chesterfield	9	1	0	0	10
Fairfax Co.	4	0	0	0	4
Giles	2	0	0	0	2
Henrico	53	0	0	0	10*
Norfolk	12	0	0	0	12
Petersburg	5	1	0	0	6
Pr. William	8	0	1	0	9
Richmond	9	3	3	0	15
Sussex	2	0	0	0	2
Winchester	6	0	0	0	6
Total	111	6	4	0	121

***ADDENDUM NO.1 TO ALL OFFERORS dated June 29, 2015:**

The above is hereby changed to read:

1. Reference Section II. BACKGROUND, Page 5, Table I, Total # New Classrooms Years 1-4 for Henrico: change "10" to "53."

Table 2

Number of Classrooms Being Improved Each Year as Reported by School Divisions as of May 4, 2015					
	2015-2016	2016-2017	2017-2018	2018-2019	Total # Improved Classrooms Years 1-4
Brunswick	3	3	3	3	3
Chesterfield	7	7	7	7	7
Fairfax Co.	0	19	24	29	29
Giles	2	2	2	2	2
Henrico	0	0	0	0	0
Norfolk	14	14	14	14	14
Petersburg	10	10	10	10	10
Pr. William	2	2	2	2	2
Richmond	49	49	49	49	49
Sussex	0	0	0	0	0
Winchester	2	2	2	2	2
Total	89	108	113	118	118

The VPI+ program was designed to ensure that all local communities have access to the resources that their teachers, coaches, administrators, and private sector partners need to implement evidence-based high-quality preschool programs in their local communities. The high-quality program will

include a comprehensive preschool curriculum and formative assessment system that facilitates teachers' success creating an effective teaching and learning environment.

III. DEFINITIONS

The following definitions apply to this procurement:

1. Essential Domains of School Readiness

For purposes of Virginia's preschool expansion grant, Essential Domains of School Readiness means the domains of:

- language and literacy development,
- cognition and general knowledge (including early mathematics and early scientific development),
- approaches toward learning (including the utilization of the arts),
- physical well-being and motor development (including adaptive skills), and
- social and emotional development.

2. High Quality Professional Development

For purposes of Virginia's preschool expansion grant, high quality professional development:¹

- Is appropriate for use in early childhood education settings, including public and private preschool programs, to facilitate teachers and others working with young children's successful use of developmentally appropriate content, pedagogy, and support;
- Aligns with one or all, as applicable, of school, program, and state goals, including Virginia's preschool and elementary learning standards (Virginia's Foundation Blocks, Early Learning and the Kindergarten Standards of Learning, and/or Milestones for Child Development);
- Includes opportunities for active learning experiences;
- Provides teachers with opportunities to collaborate; and
- Includes embedded follow-up and continuous feedback.

In addition, high-quality professional development should:²

- Improve and increase teachers' knowledge of the academic and essential domains of school readiness;
- Be sustained, intensive, and focused in order to have a positive and lasting impact on classroom instruction and teachers' performance in the classroom;
- Be structured on scientifically-based research demonstrated to facilitate child development and improve student academic achievement and development, or substantially increase teachers' knowledge and professional skills;
- Be delivered by individuals who have demonstrated qualifications and credentials in the focus area of the professional development;
- Support the success of all learners including children with special needs and limited English proficiency;

¹ Adapted from Archibald, S., Cogshall, J.G., Croft, A., & Goe, L. (2011). [High-quality professional development for all teachers: Effectively allocating resources](#). National Comprehensive Center for Teacher Quality.

² Adapted from: Virginia Department of Education (2014). [High-quality professional development criteria](#). Richmond, VA: Commonwealth of Virginia.

- Provide training for teachers in the use of technology so that technology and technology applications are effectively used in the classroom to enhance the teaching and learning environment, and facilitate developmentally appropriate and effective teaching practices;
- Promote the use of data and developmentally appropriate assessments to improve instruction; and
- Be reviewed for high quality and evaluated after completion to determine if the intended results were achieved.

3. Kindergarten Standards of Learning

Standards of Learning (SOL) for Virginia public schools that establish minimum expectations for what Kindergarten students should know and be able to do at the end of each grade or course. For purposes of this procurement, SOL include Kindergarten standards in English, mathematics, science, history and social science, fine arts, health, and physical education. Virginia's SOL are available online by visiting <http://www.doe.virginia.gov/testing/index.shtml>.

4. Milestones of Child Development

Virginia's Milestones of Child Development articulate a set of Milestones for parents, grandparents, child care providers, educators and other involved adults that focus on children's observable behaviors and interactions during the period from birth to kindergarten, as well as a set of recommended strategies for adults to provide optimal learning environments and experiences for young children. Virginia's Milestones of Child Development are available online, by visiting <http://www.earlychildhood.virginia.gov/documents/milestones.pdf>.

5. Rigorous Evaluation

For purposes of this RFP, rigorous evaluation means evaluation of the professional development program that utilized experimental or quasi-experimental designs were conducted by independent, external evaluators.

6. Virginia's Foundation Blocks for Early Learning

Virginia's Foundation Blocks for Early Learning: Comprehensive Standards for Four-Year-Olds provides a measurable range of skills and knowledge essential for four-year-olds to be successful in kindergarten. The *Foundation Blocks for Early Learning* is available online by visiting http://www.doe.virginia.gov/instruction/early_childhood/preschool_initiative/foundationblocks.pdf. The document was developed to provide early childhood educators a set of minimum standards in literacy, mathematics, science, history and social science, health and physical development, personal and social development, music, and the visual arts, with indicators of success for entering kindergarten that are derived from scientifically-based research. The standards reflect a consensus of children's conceptual learning, acquisition of basic knowledge, and participation in meaningful and relevant learning experiences.

7. VPI+ Classroom

A VPI+ classroom includes the following elements of a high-quality preschool program:

- Teacher with an active Virginia teaching license with an elementary endorsement including PreK;
- High-quality professional development and VPI+ coaching for the teacher;
- Child-to-instructional staff ratio of no more than 10 to 1;
- Class size of no more than 18 students;

- Full day program;
- Use of a developmentally-appropriate, evidence-based curricula and formative assessments;
- Summative assessments (fall and spring);
- Staff salaries comparable to salaries of K-12 teachers;
- Comprehensive services (e.g., vision and hearing screenings, mental health, nutrition, adult education);
- Engagement of families as decision makers;
- Program assessments (QRIS); and
- Targeted outreach for hard to reach families.

8. “Improved” Classroom

For the purposes of the VPI+ grant an “improved” preschool classroom means that VPI+ grant funds have been used to provide improvements to an existing preschool classroom.

IV. STATEMENT OF NEEDS

A. The Contractor shall provide high-quality professional development opportunities (as defined in Section III) for teachers, teacher assistants, instructional coaches, administrators, parents, and families in areas related to preschool teaching and learning. The professional development must address one or more of the following areas:

- a. Quality of teacher-child interactions.
- b. Providing developmentally appropriate preschool learning environments.
- c. Early literacy skills.
- d. Early mathematics skills.
- e. Early scientific development skills.
- f. Promoting preschool children’s critical-thinking, problem-solving, and other executive functions.
- g. Promoting preschool children’s social and emotional development.
- h. Instructional services and support for young children with disabilities.
- i. Instructional services and support for young children who are English language learners.
- j. Individual behavior management techniques for diverse preschool children.
- k. Preschool classroom management techniques.
- l. Elementary school leadership development to support and strengthen early learning programs.
- m. Communicating with diverse parents of preschool children.
- n. Aligning early childhood education programs from birth through third grade or preschool to third grade.
- o. Family engagement and support services, including comprehensive preschool services, and effective family engagement strategies designed to sustain improved early learning outcomes through third grade.

B. For each of the options “a” through “o” above included in the offeror’s proposal, the professional development offered must:

1. indicate the length of delivery and time commitment required;

2. be aligned with one or more of the Essential Domains of School Readiness, as defined in Section III;
3. indicate the target audience;
4. indicate the goals and learning objectives;
5. indicate the measurement process to determine if the participants met the learning goals and objectives;
6. indicate the method(s) for delivery of the professional development (e.g., in-person, virtual/online, combination of in-person and virtual/online) to meet the learning goals and learning objectives of the professional development;
7. be consistent with the definition of high-quality professional development as defined in Section III;
8. have been developed by individuals/staff who are qualified and experienced in the areas being offered;
9. be delivered by individuals/staff who are qualified and experienced in the areas being offered and in providing professional development aimed at strengthening early learning environments for children from economically disadvantaged families;
10. be aligned to one or all of the following: Virginia's *Foundation Blocks for Early Learning*, *Kindergarten Standards of Learning*, and/or *Milestones for Child Development*, as applicable. For example, professional development related to implementing researched-based instructional strategies for development of children's early literacy skills in a preschool setting would most appropriately be aligned to the *Foundation Blocks*;
11. include pre-requisites (if any) for participation, resources needed (if any), and space requirements (if any) for participation; and
12. be maintained in a secure environment, and security of any sensitive data collected, stored, or transferred must be ensured.

C. For each of the options "a" through "o" above included in the offeror's proposal, there should be evidence of effectiveness from rigorous evaluation methods, as defined in Section III.

~~D. When providing professional development onsite in school divisions, the contractor must comply with school division rules for background checks.~~

***ADDENDUM NO.1 TO ALL OFFERORS dated June 29, 2015:**

The above is hereby changed to read:

Reference Section V. B. SPECIFIC PROPOSAL INSTRUCTIONS #2: add "iv. Certification that all employees and subcontractors who will provide services on school property have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child, and agreement to provide such certification on a form required by the local school division, if requested (see VA Code§ 22.1-296.1)."

VIII. REPORTING AND DELIVERY INSTRUCTIONS

The contractor shall provide a bi-annual (twice yearly) progress report in January and June to the VDOE VPI+ coordinator outlining the following:

1. The specific professional development delivered.
2. The specific school divisions who purchased the professional development and the amount paid.

IX. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.
(*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices

shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect the offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include,

but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.
- R. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the

unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

S. **NONDISCRIMINATION OF CONTRACTORS:** An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

T. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- U. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- V. **PROPOSAL PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.
- W. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- X. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

X. SPECIAL TERMS AND CONDITIONS:

1. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice

to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

2. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The solicitation/contract will result in one purchase order(s) with the eVA transaction fee specified below assessed for each order.
 - a. For orders issued July 1, 2011 thru December 31, 2013, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 0.75%, capped at \$1,500 per order.
 - b. For orders issued January 1, 2014, and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

3. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
4. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The solicitation/contract will result in one or more purchase order(s) with the eVA transaction fee specified below assessed for each order.
 - a. For orders issued July 1, 2011 thru December 31, 2013, the Vendor Transaction Fee is:
 - i. DSBSD-certified Small Businesses: 0.75%, capped at \$500 per order.

- ii. Businesses that are not DSBSD-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- b. For orders issued January 1, 2014, and after, the Vendor Transaction Fee is:
 - i. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - ii. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

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- 5. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for one year, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
- 6. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____ Name of Bidder/Offeror _____ Street or Box Number _____ City, State, Zip Code	<u>July 10, 2015</u> <u>2:00 P.M.</u> Due Date Time <u>DOE-PDO-2015-11</u> RFP No. <u>Professional Development Options for VPI+</u> <u>Early Learning Providers</u> RFP Title
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DSBSD-certified Micro Business or Small Business No. _____

Name of Contract/Purchase Officer **Marie G. Williams**

- 7. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully

liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

8. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

9. **CONTINUITY OF SERVICES:**

- a) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - i. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - ii. To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - iii. That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

12. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is

checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

13. **E-VERIFY PROGRAM:** EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

XI. METHOD OF PAYMENT:

Contractor shall submit invoices to the ordering school divisions by December 1 for services delivered from August 1 through October 31, by March 1 for services delivered November 1 – January 31, by June 1 for services delivered February 1 through April 30, and by September 1 for services delivered May 1 – July 31 (or monthly, if mutually agreed). Amounts invoiced shall not exceed final negotiated contract prices. The ordering school division shall make payments within 45 days of receipt of a valid invoice.